

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
HELD IN THE DISTRICT'S OFFICE IN FORT WORTH, TEXAS,  
SEPTEMBER 21, 1931, AT 3 P. M.

---

There were present at this meeting Directors as follows:

W. R. Bennett  
C. A. Hickman  
Joe B. Hogsett  
W. K. Stripling

ABSENT:

E. E. Bewley.

At this time and place the following proceedings were had and done, viz:

Director Bennett presided in his capacity as President;

Director Stripling acted in his capacity as Secretary.

1.

Minutes were read, approved and ordered of record as follows, viz:

Minutes of the Regular Meeting of September 8, 1931;  
Minutes of the Called Meeting of September 14, 1931.

2.

There was presented to the Directors for consideration letter of McKenzie Uvalde Construction Companies, dated September 19, 1931, which was accompanied by Bond No. B D-52 of the U. S. Fidelity & Guaranty Company, making a 20-year guaranty of the roof on the one story gate house at the Bridgeport reservoir. This letter was also accompanied by letter of the Engineer that the house is roofed in conformity to the contract. Said bond, clipped together with said letters, is attached to these Minutes as "Exhibit A" and hereby made a part hereof. It was the sense of the Directors that said bond should be approved and accepted, and it was so ordered.

3.

There was presented to the District for consideration the duplicate written agreements, dated September 10, 1931, concerning the agreement between this District and L. P. Card, whereby he is to be Tax Collector for this District for the year to begin September 30, 1931, and to include September 30, 1932. Said written memorandum of agreement had been executed for the District by Joe B. Hogsett, as Chairman of the Committee on Organization, and by L. P. Card in his capacity as Tax Collector, in and for Tarrant County, Texas. One of the proposed duplicate agreements is attached to these Minutes as "Exhibit B", and hereby is made a part hereof. Upon consideration of this matter, Director Hogsett recommended the adoption of the contract as the act of the District, whereupon Director Stripling made a motion that said written contract be established to be the act and deed of the District; further that L. P. Card hereby do be established to be Tax Collector for this District for the period from September 30, 1931 to mid-night September 30, 1932, upon condition, however, that the said L. P. Card, on or before October 1, 1931, will execute a fidelity bond, in the sum of \$35,000.00, payable to this District, and to be approved by this District as to form and sufficiency; further that the said L. P. Card will, from time to time, and as required by this District, give additional fidelity bond to protect this District against loss of tax moneys coming into the hands of the said L. P. Card; further that the insurance premiums on all such bonds shall be paid by the District and charged as a part of the expense incidental to the collection of taxes. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

71.

4.

Mr. Nichols, of the Engineers, presented to the Directors for consideration his appraisal of the value of a telephone line owned by Robt. Harris, of Newark, Texas. A copy of said appraisal is attached to these Minutes as "Exhibit C", and the same is hereby made a part hereof. Mr. Nichols explained that his inventory did not include any value for the easement on the 5.3 miles of telephone line which would be lost by reason of the presence of water in Lake Eagle Mountain; he further stated that to include a fair valuation for the right-of-way probably would result to show a total value of \$450.00 to \$500.00. He further explained that there also existed some uncertainty as to whether or not 5.3 miles would cover the entire line which would be abandoned. He recommended a settlement for the sum of \$500.00. Upon consideration of this matter, Director Stripling made a motion that the District do tender to Mr. Robt. Harris the sum of \$500.00 to be in full satisfaction of any and all claims which Mr. Harris has heretofore had against this District as an incident of the construction and operation of the Eagle Mountain Reservoir. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

5.

There was presented to the Directors for approval and authorization the District's Voucher Check No.2617, payable to the Continental National Bank, of Fort Worth, for the sum of \$1.92, to cover the cost of a telegram sent by the bank to procure the placing of money in the Central Hanover Bank & Trust Co., of New York, in order to protect the District's interest payments which matured on September 15, 1931. Director Hoggsett

22

made a motion that said Voucher Check do be approved, issued and delivered to the bank in payment of said account. Director Hickman seconded the motion. The motion was carried and it was so ordered.

6.

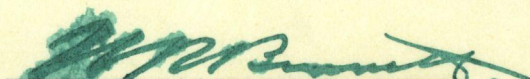
Director Hickman presented to the Directors the fact that Mr. W. D. Young, under authority from the District's land Committee, had remitted to the District the sum of \$60.00, which was the amount realized from the sale of the shacks on the land purchased from the Hopper heirs. Director Hogsett moved that said sale do be ratified and confirmed as the act of the District. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

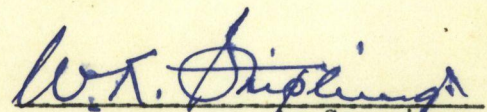
7.

There was presented to the Directors the desire of Mr. Earl Reed to renew the lease now held by him on the Culver land upon the same terms as his lease for the year 1931, with the expressed understanding that Mr. Reed's house now on said land might remain as it is now located until December 31, 1931. It was the sense of the Directors that this request be granted, and it was so ordered, subject only to the payment of the rental in advance.

No further business was presented and the meeting was adjourned.

APPROVED:

  
As President.

  
As Secretary.

"EXHIBIT A"  
9/21/31.

MCKENZIE CONSTRUCTION COMPANY  
AND  
UVALDE CONSTRUCTION COMPANY  
GENERAL CONTRACTORS

MAIN OFFICE  
EAGLE MOUNTAIN  
P. O. BOX 1869  
FORT WORTH, TEXAS  
DALLAS OFFICE  
920 SANTA FE BUILDING  
SAN ANTONIO OFFICE  
2800 SMITH-YOUNG TOWER

FORT WORTH, TEXAS

Sept. 19, 1931

Hawley & Freese,  
Capp Building,  
Fort Worth, Texas.

Gentlemen:

Complying with our contract on the Bridgeport Dam,  
we beg to hand you herewith Barrett Twenty Year Guaranty  
Bond, same being made out to the Tarrant County Water Control  
and Improvement District #1, all in conformity with our con-  
tract page 12 Article 12-G Section C.

Yours very truly,

McKenzie-Uvalde Construction Companies

By

*J. R. Gibson*

J. R. Gibson

JRG/vg  
Encl.

SEP 21 1931

Tarrant County

UNITED STATES FIDELITY & GUARANTY COMPANY  
BALTIMORE, MD.

*Barrett* **BLACK DIAMOND  
ROOF**

**20-Year Guaranty Bond**

Know all men by these presents, That we, The Barrett Company, a corporation, with offices in New York City, as Principal, and the United States Fidelity & Guaranty Company of Baltimore, Md., as surety, are held firmly bound to the owner named below, successors and assigns, in the penal sum of not exceeding ONE HUNDRED DOLLARS lawful money of the United States of America, and for the payment of which we, and each of us, hereby bind ourselves, our successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that:

Whereas, the said Principal has manufactured and sold the necessary Barrett Black Diamond Pitch and Felt to construct a Barrett Black Diamond Twenty-year Bonded Roof on the building described as follows:

Owner Tarrant County Water Control Improvement District #1  
Building 1 story Gate House  
Location About 5 miles northwest of  
Bridgeport, Texas  
Approximate area of Barrett Black Diamond Twenty-Year Bonded Roof guaranteed 5 squares.  
Date of completion of Roofing July 20, 1931  
Applied by Lydick Roofing Company

and

Whereas, said pitch and felt have been applied on said roof in the manner specified by The Barrett Company.

Whereas, the said The Barrett Company, Principal as aforesaid, guarantees, under the conditions herein, that during a period of twenty years from said date of completion of roofing it will at its own expense, make any repairs (excepting repair of injury from any cause other than ordinary wear and tear by the elements) that may become necessary to maintain said Barrett Black Diamond Twenty-Year Bonded Roof, exclusive of flashings, metal work and steep surfaces, in water-tight condition; and

Whereas, said guaranty is made with further conditions as follows:

- (a) The owner of said roof will notify said The Barrett Company in writing if such repairs are required and in case of failure by The Barrett Company to make said repairs within a reasonable time, then the owner shall immediately notify the United States Fidelity and Guaranty Company at Baltimore, Maryland, of such default, by registered letter.
- (b) Nothing in said guaranty or in this bond shall render The Barrett Company, or said surety, liable in any respect for any damage to said building or any contents thereof.
- (c) The Barrett Company will not be responsible for any damage to the Barrett Black Diamond Bonded Roofing caused by defects or failure of any material used as a roof base over which it is applied.

Now, therefore, if the said The Barrett Company, its successors and assigns, shall in all things well and truly perform and observe all and singular the covenants, agreements, stipulations and conditions shown above to be performed and observed by it, then this obligation shall be void; otherwise to be in full force and effect.

In Witness Whereof, the parties hereto have caused this instrument to be executed by their duly authorized officers this 31st day of August, 19 31

ATTEST: *Chas. M. Nalley* **The Barrett Company**  
*Asst. Treas.* **RESIDENT TEXAS AGENT**  
*William Horse*  
**Attorney-in-fact**

ATTEST: *W. S. Road* **United States Fidelity & Guaranty Company**  
**By** *Philip J. Walker*  
**Attorney-in-fact**

"EXHIBIT B"  
9/21/31.

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE

BOARD OF DIRECTORS

W. R. BENNETT, PRES.  
E. E. BEWLEY, VICE-PRES.  
W. K. STRIPLING, SEC'Y  
JOE B. HOGSETT  
C. A. HICKMAN

OFFICE CAPPS BUILDING

PHONE 3-2848

SIDNEY L. SAMUELS } ATTORNEYS  
IRELAND HAMPTON }

HAWLEY AND FREESE  
ENGINEERS

ED. B. CHEATHAM, OFFICE

FORT WORTH, TEXAS.

September 10, 1931.

Mr. L. P. Card,  
Tax Collector of Tarrant County,  
Fort Worth, Texas.

Dear Sir:

This letter is written by me in behalf of this District, in order to have a specific record of the agreement with you concerning the collection of Taxes for this District from and after mid-night of September 30th, 1931. Based on the negotiations with you, we hereby tender to you memorandum of agreement as follows, viz:

1ST: The time of your service in this matter will be from and after September 30th, 1931, and to include September 30th, 1932, at which time this agreement will fully expire.

2ND: For this service the District is to pay to you the total sum Fifteen Hundred (\$1500.00) Dollars, to be paid as follows:

\$300.00 on or before the 10th day of December, 1931 and a like sum on or before the 10th day of each of the succeeding months, January, February, March and April.

Any taxes collected by you between April 1st, and October 1st, 1932, shall be collected by you without further charge. The provisions of this paragraph, however, are subject to the provisions contained in the succeeding paragraphs.

3RD: If you, from any cause, cease actually to function as Tax Collector of Tarrant County, Texas, and as Tax Collector for this District, at any time prior to October 1st, 1932, then you shall be bound to reimburse this District on the basis as follows, viz:

For each calendar month, or fractional part thereof, as to which you may fail, or refuse, to render the service hereby contemplated, you shall, on demand, pay to this District in Fort Worth, Texas, in lawful money of the United States of America a sum to be computed at the rate of One Hundred Twenty-Five (\$125.00) Dollars per month for each month, or fractional part thereof, as to which you may so fail to render the service contemplated hereby.

4TH: You will secure this District by the giving of a Surety Company bond, payable to the District, in such sum, or sums, as the District may require, it being understood that the premium on such bond, or bonds, shall be paid by this District.

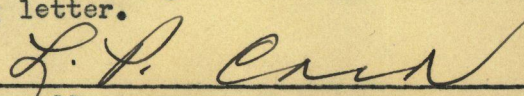
5TH: You are to pay over to this District all sums collected for this District during each calendar month, as promptly as it may be practicable to ascertain what sum has become due to the District by reason of collections made during the prior calendar month.

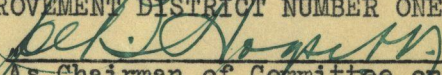
6TH: The interest to become payable from your depository, on account of interest on daily balances, will by you be paid over to this District to the extent to which this District's tax monies may have earned interest as part of the daily balances kept by you with your depository.

7TH: This agreement is made with the understanding that the tax rolls coming to you from the Tax Assessor will show the descriptions of property, the valuations of the same, and the amount of the tax which has been placed on the roll by the Assessor for the benefit of this District.

We appreciate your spirit of cooperation in this matter. I write this letter as the authorized act of this District — The letter is written in duplicate and I have signed both as originals. In the left hand corner is a confirmation to be signed by you. If you agree to the stipulations of this letter you will kindly sign both letters as originals, retain one letter and deliver the other to us. We will there-  
by come to firm agreement.

I hereby ratify and confirm the agreement according to the terms of the foregoing letter.

  
Tax Collector in and for Tarrant Co., Tex.

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE,  
BY:   
As Chairman of Committee on  
Organization.



*Continuation Certificate - Minutes 10/14/32.*

THE STATE OF TEXAS )  
COUNTY OF TARRANT )

KNOW ALL MEN BY THESE PRESENTS:

Under the provisions of Section 33 of Chapter 25 of the Acts of the 39th Legislature of Texas, Regular Session, Tarrant County Water Control And Improvement District Number One, by written contract, duly approved by said District on <sup>(1)</sup> September 22, 1931, has employed <sup>(2)</sup> L. P. Card, who is the qualified Tax Collector for Tarrant County, Texas, to collect taxes for said District for the current tax year, and by said contract has established L. P. Card to be Tax Collector for said District for said year. A true copy of said contract is attached to this bond as "Exhibit A", and here is referred to as though embodied herein. As a condition of the approval of said contract, the Board of Directors of said District did require that the said L. P. Card would give a surety bond, payable to the District, in the penal sum <sup>(3)</sup> Thirty-Five Thousand Dollars; further that as and when the Directors for the District deem it to be required, the said L. P. Card would give other and further bond for the protection of said District: The said L. P. Card now desires to comply with the said contract and the order approving same.

<sup>(2)</sup> NOW, THEREFORE, I, L. P. Card, as principal, and Maryland Casualty Company (a corporation organized under the laws of the State of Maryland, being authorized under the laws of Texas to do a surety and bonding business in the State of Texas, and having <sup>(3)</sup> E. D. Rutledge, of Fort Worth, Texas, as its agent and Attorney in fact), as surety, hereby do acknowledge ourselves, both jointly and severally, bound and firmly held to pay to Tarrant County Water Control And Improvement District Number One (a body politic and corporate having its office in Fort Worth, Texas), at its office in Fort Worth, Tarrant County, Texas, the penal sum <sup>(4)</sup> Thirty-Five Thousand and no/100--(\$35,000.00) Dollars, in lawful money of the United States of America.

This obligation, however, is intended as a bond, the condition whereof is that the said <sup>(5)</sup> L. P. Card (Principal herein) will

6 faithfully perform his duty under said contract, and under the appropriate law, and that he will well and truly pay over to the designated depository for Tarrant County Water Control And Improvement District Number One each calender month all money or other things of value which may come into his hands by reason of his employment as the Collector of taxes for said District. 6

Upon the full performance of the obligation of the said L. P. Card, this bond shall be without further force and effect; otherwise, this obligation shall remain in full force and effect.

WITNESS the execution hereof on this the 24th day of September, A.D. 1931.

L. P. Card  
Principal.

MARYLAND CASUALTY COMPANY.

By E. S. Rutledge  
Attorney in fact.



" EXHIBIT A "

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE

BOARD OF DIRECTORS

W. R. BENNETT, PRES.  
E. E. BEWLEY, VICE-PRES.  
W. K. STRIPLING, SEC'Y  
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OFFICE CAPPS BUILDING

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SIDNEY L. SAMUELS } ATTORNEYS  
IRELAND HAMPTON }

HAWLEY AND FREESE  
ENGINEERS

ED. B. CHEATHAM, OFFICE

FORT WORTH, TEXAS.

September 10, 1931.

"EXHIBIT A"

Mr. L. P. Card,  
Tax Collector of Tarrant County,  
Fort Worth, Texas.

Dear Sir:

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2ND: For this service the District is to pay to you the total sum Fifteen Hundred (\$1500.00) Dollars, to be paid as follows:

\$300.00 on or before the 10th day of December, 1931 and a like sum on or before the 10th day of each of the succeeding months, January, February, March and April.

Any taxes collected by you between April 1st, and October 1st, 1932, shall be collected by you without further charge.. The provisions of this paragraph, however, are subject to the provisions contained in the succeeding paragraphs.

3RD: If you, from any cause, cease actually to function as Tax Collector of Tarrant County, Texas, and as Tax Collector for this District, at any time prior to October 1st, 1932, then you shall be bound to reimburse this District on the basis as follows, viz:

For each calendar month, or fractional part thereof, as to which you may fail, or refuse, to render the service hereby contemplated, you shall, on demand, pay to this District in Fort Worth, Texas, in lawful money of the United States of America a sum to be computed at the rate of One Hundred Twenty-five (\$125.00) Dollars per month for each month, or fractional part thereof, as to which you may so fail to render the service contemplated hereby.

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We appreciate your spirit of cooperation in this matter. I write this letter as the authorized act of this District--The letter is written in duplicate and I have signed both as originals. In the left hand corner is a confirmation to be signed by you. If you agree to the stipulations of this letter you will kindly sign both letters as originals, retain one letter and deliver the other to us: We will there-  
by come to firm agreement.

I hereby ratify and confirm the agreement according to the terms of the foregoing letter.  
Signed L. P. Card  
Tax Collector in and for Tarrant Co., Tex.

TARRANT COUNTY WATER CONTROL AND  
Improvement District Number One,  
BY Signed J. B. Hogsett  
As Chairman of Committee on  
Organization.

# Power of Attorney from Maryland Casualty Company

To Dubose Rutledge & Miller

## Know all Men by these Presents :

THAT the MARYLAND CASUALTY COMPANY, a corporation created by and existing under the laws of the State of Maryland, of the City of Baltimore, Maryland, and authorized by its Charter to transact a general surety business, and qualified to act as surety on bonds to the United States of America, and authorized to act as surety in the State of Texas, in pursuance of the authority set forth in Section 5, Article 4, of the By-Laws of said Company, which said Section has not been amended nor rescinded, and of which Section of said By-Laws the following is a true, full and complete copy :

"The President, or any of the Vice-Presidents, shall have power by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint any Attorney-in-Fact or to authorize any person or persons to execute on behalf of the Company, any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements and policies, and to affix the seal of the Company thereto,"

does hereby nominate, constitute and appoint E. D. Rutledge

at Fort Worth State of Texas

its true and lawful Attorney -in-Fact, to individually make, sign, acknowledge and to affix the Corporate

Seal of the Company, as Surety, to a Public Official bond in the penalty of

Thirty Five Thousand Dollars

in favor of Tarrant County Water Control & Improvement Dist. #1, Ft. Worth,

Texas

to be executed by L. P. Card, Fort Worth, Texas as principal

conditioned. for the faithful performance of his duties as Tax Collector of Tarrant County, Fort Worth, Texas.

My commission expires May 1st, 1933

Baltimore, the day and year first above written

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of

hereby approving, ratifying and confirming all that its said Attorney -in-Fact may do or lawfully cause to be done in the premises by virtue of these presents.

IN WITNESS WHEREOF, the MARYLAND CASUALTY COMPANY has caused these presents to be signed by its Vice President, and its Asst. Secretary, and its Corporate Seal to be hereunto affixed this 29th day of September 19 31, at the City of Baltimore, Maryland.

MARYLAND CASUALTY COMPANY,

By [Signature] Vice- President.

ATTEST:

CITY OF BALTIMORE

[Signature]  
Asst. Secretary.

STATE OF MARYLAND  
CITY OF BALTIMORE } ss:

On this 29 day of September, A. D., 1931, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came James H. Patton Vice-President, and W. T. Harper, Asst. Secretary of the MARYLAND CASUALTY COMPANY, to me personally known to be the individuals and officers described in, and who executed the preceding instrument, and they each acknowledged the execution of the same and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the Seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

*Luther S. Lambert*  
Notary Public.

My commission expires May 1st, 1933

of said Company, hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

conditioned for the faithful performance of his duties as Tax Collector

to be executed by G. B. O'Neil, Esq., Baltimore, Texas as principal

in favor of Baltimore County Water Control Improvement Dist. No. 1, Baltimore, Texas

Seal of the Company as aforesaid, to a public officer and in the presence of

his true and lawful attorney-in-fact, to wit: [Name] make sign, acknowledge and to affix the Corporate

at Baltimore State of Texas

does hereby nominate, constitute and appoint E. D. [Name]

seal of the Company hereto,

trusts, undertakings, deeds, releases of mortgages, contracts, agreements and policies, and to affix the

ize any person or persons to execute on behalf of the Company, any bonds, recognizances, stipulations

the Secretary of any one of the Assistant Secretaries, to appoint any Attorney-in-Fact or to authorize

"The President, or any of the Vice-Presidents, shall have power by and with the concurrence of

Section of said By-Laws the following is a true, full and complete copy:

Article 4 of the By-Laws of said Company, which said Section has not been amended nor rescinded, and of which

surety in the State of Texas, in pursuance of the authority set forth in Section 2,

surety business, and qualified to act as surety on bonds to the United States of America, and authorized to act as

of the State of Maryland, of the City of Baltimore, Maryland, and authorized by its Charter to transact a general

THAT the MARYLAND CASUALTY COMPANY, a corporation created by and existing under the laws

**KNOW ALL MEN BY THESE PRESENTS:**

To depose and testify

**POWER OF ATTORNEY FROM MARYLAND CASUALTY COMPANY**

"EXHIBIT C"  
9/21/31.

Fort Worth, Texas,  
September 21, 1931

Board of Directors,  
Tarrant County Water Control and  
Improvement District Number One,  
Fort Worth, Texas.

Gentlemen:

We hand you herewith appraisal of Telephone  
Line owned by Mr. R. R. Harris of Newark, which is affected by Eagle  
Mountain Lake.

The appraisal is based on the value of the  
property in its present location, as it is now built.

The telephone line runs South from Newark  
along the Dido road to the Harmon Crossing Road; thence West on and  
along the public road to the Parker County Line; thence Southwesterly  
over private property, and thence along public road to a connection  
with the Reno Exchange. For the purpose of this settlement it has  
been assumed that the property affected extends from the Newark-Dido  
Road intersection with the Harmon Road to the connection with the Reno  
Exchange, a distance of 5.3 miles. We are advised that the Exchange  
line is a toll line. The Construction of the lake necessitates aban-  
donment, or building around the upper end of the lake.

We recommend that Mr. Harris be tendered  
Five Hundred (\$500.00) Dollars in full settlement of his claim, Mr.  
Harris to be permitted to salvage the line.

Respectfully submitted,

HAWLEY and FREESE,

BY:

*Marvin C. Nichols*

MCN:AM

VALUATION OF HARRIS TELEPHONE LINE

EAGLE MOUNTAIN BASIN.

.89 Miles	@	\$125.00 per mile	\$ 111.25
4.41 Miles	@	85.00 per mile	<u>374.85</u>
			\$ 496.10
Depreciation 20%			<u>99.20</u>
			\$ 396.90
5.3 Miles Easement & R. O. W.	@	\$25.00 per mile	<u>132.50</u>
			\$ 529.40
Going Concern (Toll Line To Reno Cut Into) 10%			<u>52.94</u>
			\$ 582.34
Estimated Value of Salvage after Deducting Labor Charges			<u>82.34</u>
			\$ 500.00

September 21, 1931.